

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AirTek, Inc.		09/28/2009	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Harris N.A.		
Street Address:	111 W. Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1788062	CATCO	
Registration Number:	1787858	CATCO	
CORRESPONDENCE DATA			
Fax Number:	(312)275-7591		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-836-4010		
Email:	jmelnick@shesfksylaw.com		
Correspondent Name:	Jeff Melnick		
Address Line 1:	111 E. Wacker Drive		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Sean Etheridge		
Signature:	/Sean Etheridge/		
Date:	09/29/2009		

OP \$65.00 1788062

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TRADEMARK
REEL: 004070 FRAME: 0220

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

On this 28th day of September, 2009, AirTek, Inc., an Indiana corporation (the "*Debtor*") with its principal place of business and mailing address at 4410 W. 37th Avenue, Hobart, Indiana 46342, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association corporation with its mailing address at 111 W. Monroe, Chicago, IL 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, all right, title and interest of Debtor in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, trademark application or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AIRTEK, INC.

By: Andreas Proimos President
Name: ANDREAS PROIMOS
Title: President

HARRIS N.A.

By: Karen L. Johnson
Name: KAREN L. JOHNSON
Title: VICEPRESIDENT

**SCHEDULE A-1
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

SEE ATTACHED.

**AirTek, Inc.
Trademark Listing**

US Trademarks

File No	Serial No	Date Filed	Registered	Reg. No	Mark	Goods/Services	Status
UT095	275,977	5/18/1992	8/17/1993	1,788,062	CATCO	Catalytic Converters	Registered
UT114	801,122	5/18/1992	8/17/1993	1,787,858	CATCO	Engine components not for land vehicles, catalytic converter	Registered

Foreign Trademarks

File No	Serial No	Date Filed	Reg. No	Country	Mark	Goods/Services	Status
FT044	144,140	7/7/1992	425918	Mexico	CATCO	Catalytic Converters	Registered
FT045	643,725	10/20/1994	643725	Australia	CATCO	All goods in this class including catalytic converters for land vehicles	Registered
FT046	A57 895/12 wz	9/30/1994	2906901	Germany	CATCO	Catalytic Converters	Registered
FT047	Z-152873	10/30/1995	R 104229	Poland	CATCO	Catalytic Converters	Registered
FT048	M 97 02602	7/16/1997	154342	Hungary	CATCO	Catalytic Converters	Registered
FT049	134,194	8/12/1997	134194	Greece	CATCO	Catalytic Converters	Registered
FT050	2,110,448	8/19/1997	2110448	Spain	CATCO	Catalytic Converters	Registered
FT051	97-2368	8/20/1997	190140	Slovakia	CATCO	Catalytic Converters	Registered
FT056	9,900,007,862	1/22/1999	1478609	China	CATCO	Catalytic Converters	Registered
FT080	99 780 430	3/12/1999	99780430	France	CATCO	Catalytic Converters	Registered
FT089	1073097	8/31/2000	566087	Canada	CATCO	Catalytic Converters	Registered

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT
TRADEMARK LICENSES**

NONE.

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